

GENERAL CONDITIONS FOR ALL SEALED PROPOSALS
INVITATION FOR PROPOSALS
BID NO.: 21-12

GENERAL INSTRUCTIONS

GC.01 INSTRUCTIONS

Instructions, forms and specifications may be obtained in person or by mail from the Talbot County Manager's Office, 11 North Washington Street, Suite 13, Easton, Maryland 21601. Phone: (410) 770-8010; Fax: (410) 770-8007.

- a. All proposals are to be submitted on and in accordance with bid forms for this purpose, which are attached hereto. Sealed proposals shall be addressed to the Talbot County Manager, South Wing, Talbot County Courthouse, 11 N. Washington Street, Suite 13, Easton, Maryland 21601 and shall be mailed or hand-delivered at any time before the scheduled opening. Proposals received by the Office of the County Manager after the scheduled opening date and time will be deemed unacceptable/late and will be returned unopened to the bidder. E-mailed or faxed proposals will not be accepted.
- b. All proposals are to be submitted in sealed, plainly-marked envelopes/packages supplied by the Bidder. Submittals shall clearly state Proposal Number, Project Title, Proposal Date and Time and Name of Bidder.
- c. Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Talbot County Manager's Office.
- d. The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the Scope of Work should be directed to, and will be issued by, the Talbot County Manager's Office.

GC.02 EVALUATION AND SELECTION:

- a. All responsive and responsible proposals received shall be objectively reviewed and evaluated by a Review Committee appointed by the County Council or County Manager. Initial review and evaluation of the proposals by the Review Committee shall generate a Qualified Selection List of at least ten percent (10%) or three (3) of the applicants, whichever is greater. Criteria for development of the initial review list, as well as generation of the Qualified Selection List and final evaluation and selection shall be as follows:

1) Specialized Experience

Specialized experience in the design of public building construction, renovation and/or expansion projects shall be a mandatory consideration in the review and evaluation of responsive proposals. Documented evidence of successful experience in these specialized types of projects shall demonstrate the level of professional competence and expertise available to the required project scope of work.

2) Bid Submittal

Costs are very important, but are not the sole consideration. Costs will be evaluated in terms of expected reasonable amounts for the required services and relative comparison with competing applicants and available funds.

3) Performance Record

Demonstrated successful performance on completed contracts and projects, in both public and private sector endeavors, shall be a consideration in the review and evaluation of proposals for services. Evaluation of past performance shall encompass such factors as cost control, quality of work, ability to meet or advance schedules within budget, and avoidance and absence of problems associated with conflicts of interest or other recorded evidence of illegal/unethical activity.

4) Staffing Capacity

Capacity of the applicant to perform all services requested, in full accordance with the requirement of this Request for Proposal, shall be a defined consideration for selection in the evaluation and review of responsive proposals received. Criteria for evaluation of capacity to perform all services requested shall include evidence of sufficient equipment, resources, and qualified personnel available for assignment and dedication to the requested project.

5) General Experience

General documented experience in engineering practices of this project class and type shall be considered as presented in the submitted proposal. Experience of joint venture or association subcontracts shall be considered as proposed. Evidence of general experience shall indicate the level of professional competence and expertise available to perform the required project scope of work.

5) Schedule and Time Line of Removal

Bidder is required to list on the Bid Form the number of days after which the Notice to Proceed is issued that the monument and all its components will be moved from its current location and transported to its new location. The County desires to move forward quickly this project. Days listed will be a do not exceed timeline which bidder will be held to, if his/her proposal is selected. Removal is to be done as soon as possible within the do not exceed timeline listed by Bidder.

- b. Information obtained in these evaluations shall be treated as confidential except when disclosure is required by federal, State or local law.
- c. At no time during the entire procurement process shall information which would provide an unfair competitive advantage be conveyed to any candidate.
- d. The County's evaluation of proposals shall be documented.

GC.03 AWARD OF CONTRACTS

The County shall enter into a contract with the successful bidder selected by the County. The County may modify, amend, add, or delete provisions or terms of the proposed contract at any time prior to execution by the County and the successful bidder.

- a. In order to be eligible to enter into a contract with the County, a bidder must be considered a responsive and responsible bidder. For purposes of this project, a responsive and responsible bidder is defined as a person or firm who has the capability in all respects to perform fully the contract requirements of the work or services outlined herein and has the integrity, reliability, experience and past performance on similar contracts that shall assure good faith performance.
- b. The County may also investigate past performance on other projects in evaluating responsibility as well as any and all other sources of information.
- c. Any other considerations for the award will be stated in the Specifications.

GC.04 RESERVATIONS

- a. The County Council reserves the right to reject any or all proposals or portions thereof, or to modify the Scope of Work following award, when in their reasoned judgment, the public interest will be better served thereby.
- b. The County Manager may waive formalities or technicalities in proposals as the interest of the County may require.
- c. The County Manager may waive differences in proposals, provided these differences do not violate the Statement of Work's intent.

GC.05 DISPUTES

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Manager, or his authorized representative, shall be final and binding on both parties.

GC.06 AUTHORITY

Instructions, specifications, and proposals are issued, and all proposals, quotations, orders and purchases are made pursuant and subject to the authority of the County Council of Talbot County, Maryland.

GC.07 EXCEPTION

The submission of a proposal shall be considered an agreement to all the terms, conditions, and Statement of Work provided herein and in the various proposal documents unless specifically noted otherwise in the proposal.

GC.08 PAYMENTS

Payments to the successful bidder shall be in accordance with the bid specifications. The successful bidder shall submit to the County Manager a partial payment estimate (not more often than once a month) completed and signed by the successful bidder covering the work performed during the period covered by the partial payment estimate and supported by required submittals. The Mid-Shore Community Foundation shall pay all invoices from the successful bidder, after review by the County Manager, within thirty (30) days of presentation of the approved partial payment estimate. The final payment shall not become due until the successful bidder delivers to Talbot County a complete release of all liens arising out of the contract.

GC.09 CHANGE

No services for which additional compensation will be charged by the successful bidder shall be furnished without written authorization by the County. Changes shall be based on proposal prices or scheduled rates submitted.

GC.10 TERMINATION

- a. The County reserves the right to terminate the contract upon seven (7) days' notice in writing, if in the opinion of the County, the work performed under the contract is not satisfactory.
- b. The successful bidder shall be paid for his/her services for the amount of work done to this point according to the Pricing Summary.

GC.11 PROPOSAL FORM

The proposal may also include any pertinent supporting documentation which demonstrates the project approach, staffing abilities, and special expertise applicable to the project development. The supporting documentation shall be submitted as useful in the County's selection process without being extraneous to the specific requirements of the project.

GC.12 PRICING SUMMARY

The Pricing Summary(s) for proposals shall be submitted for performance of work as identified in this request for proposal.

GC.13 SUB-AGREEMENTS

The proposal shall clearly indicate whether or not sub-consultants or a joint venture arrangement shall be utilized in performing the work requirement. A sub-agreement listing shall be included in the proposal which identifies all associated parties. Where firms, sub-consultants, or individuals are not yet known, the phases of work to be performed through sub-agreement shall be identified.

GC.14 PROPOSAL FORMAT AND SUBMITTAL

Proposals shall be submitted in full accordance with the requirements of the Request for Proposals and the Scope of Work, compiled in an orderly and easy to read format. All proposal packages are non-returnable.

GC.15 GRATUITIES

The successful bidder shall comply with all prohibitions of gratuities, in the form of entertainment, gifts, meals, or otherwise offered or received to or from any official, employee, or agent of the County, during the performance period of the contract. Violations of this provision shall terminate the right of the successful bidder to proceed under the contract.

GC.16 SUCCESSOR AND ASSIGNS

The contract shall be binding on successors and assigns of either party and shall not be assigned without written approval of all parties.

GC.17 INDEMNIFICATION

The successful bidder shall indemnify and hold harmless Talbot County, Maryland and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with any act, omission, or default of the successful bidder, its agents, servants, employees, or sub-consultants, in the performance of or in connection with any work required, contemplated, or performed under the contract.

GC.18 LIABILITY AND INSURANCE REQUIREMENTS

- a. The County shall be free and clear of any liability. The successful bidder shall accept all responsibility for personal injury and property damage incurred as a result of their work associated with the contract. Evidence of insurance shall be submitted to the County, with the following requirements:
 - i. General Liability Insurance:
 - a. Bodily injury, \$200,000.00 per occurrence and \$500,000.00 in the aggregate; and
 - b. Property damage, \$100,000.00 per occurrence and \$200,000.00 in the aggregate.
 - ii. Professional Liability Insurance:
 - a. Minimum coverage \$1,000,000.00.
 - iii. Updated insurance certificates shall be submitted to the Talbot County Manager's Office during the duration of the project.

**STATEMENT OF WORK
REMOVAL OF CONFEDERATE MONUMENT
TALBOT COUNTY, MARYLAND**

SW.01 SCOPE

The Scope of Work for this project consists of the removal of a Confederate monument known as the Talbot Boys Monument and base, removal of the concrete foundation, and restoration of the ground, located on the Talbot County Courthouse Green, 11 North Washington Street Easton, MD 21601, and transportation of the monument and base to its new location at the Cross Keys Battlefield in Harrisonburg, Virginia. All work shall be performed in accordance with this Request for Proposal, as directed by the Talbot County Manager or his authorized representative.

SW.02 SITE INSPECTIONS

The project site is accessible to the public and can be accessed 8:00 a.m. to 4:30 p.m. Monday through Friday for inspection prior to the bid deadline. Any inspections requiring the use of ladders, aerial devices, etc. must be scheduled with the Talbot County Manager's Office. The prospective bidder shall be responsible for providing his/her own access for inspections of the upper parts of the monument. Bidders shall provide proposals based solely on their own observations of the existing conditions and shall be responsible for developing their own means and methods for removal of the monument and its components.

The County does NOT have any information pertaining to the original construction of the monument, how it is assembled, etc. Per a 2001 condition inspection report (**for reference purposes only – the County does not guarantee accuracy**) from Maryland Military Monuments Commission, the description is as follows *“The Talbot Boys Monument consists of a rustically finished gray granite base, incorporating two bronze plaques, surmounted by life-sized sheet copper sculpture of a flag bearing boy. The base consists of a piece of granite with carved inscriptions set on a granite slab. The sculpture is made from soldered sheets of copper. The sculpture is fixed to the stone base with three cooper alloy bolts. Dimensions: Figure 77 inches (height) Base 56 inches (width) x 82 inches (depth) x 91 inches (height)”*

SW.03 DESCRIPTION OF WORK

The successful bidder will be responsible for the complete removal of the monument, including, but not limited to the following:

- a. Completely remove the existing monument located on the Talbot County Courthouse Green, including all associated appurtenances (sculpture, bronze plaques, (2) granite stones, concrete base, etc.).
- b. The removal shall be done with the utmost care and shall be completed without causing any damage to the structure or base. All components shall be preserved to the greatest extent possible. Contractor shall be responsible for any damage to the monument or base resulting from any aspects of this project.
- c. All parts of the monument shall be removed, including the foundation, in a way not to harm nearby tree roots. Any excavations that may be required at the existing monument site shall be backfilled with good quality topsoil and graded.
- d. Any plants and shrubs needing removal shall be identified to the Talbot County Manager or his assignee for approval before proceeding. If any plants or shrubs are to be removed it will be the successful bidder's responsibly to do so with the utmost care to protect each plant and/or shrub and its respective root ball. The replanting of the removed plant(s) is/are to be done in a way to ensure survival.

- d. Any tree limb which is required to be removed to complete this project shall be identified to the Talbot County Manager or his assignee for approval before proceeding. If tree limbs are to be removed, care shall be taken so as not to damage planting under limbs, and all debris shall be removed off site.

SW.03 TRANSPORT AND STORAGE

The successful bidder shall be given direction as to where all the parts of the monument are to be delivered and unloaded. Unloading of the monument and all components shall be the successful bidder's responsibility, with all costs to be included as a Lump Sum. The intended new location at the time of issuance of this RFP is Cross Keys Battlefield in Harrisonburg, Virginia.

SW.04 PROTECTION OF PROPERTY

The successful bidder shall take all necessary precautions and measures to protect County property, fixtures, and improvements from damage.

Any damage to facilities, utilities above and below ground, or any property or equipment of the County by the successful bidder shall be repaired or replaced to a condition at least equal to existing by the successful bidder, subject to approval by the Talbot County Manager or his assignee, and at no cost to the County.

SW.05 SAFETY

The successful bidder shall be fully and solely responsible for job site safety and the protection of the public from any construction activities or unfinished work areas. The Contractor shall erect barricades and post warning signs as needed.

The successful bidder is responsible for following all OSH/MOSH specific requirements for this project.

The successful bidder shall at all times keep the premises free from accumulation of waste materials and rubbish, surplus materials, etc., and shall leave the work area completely clean.

SW.06 INSPECTION

All work performed for this project, including quality of workmanship, shall be subject to inspection by the County.

Any and all changes or repairs, which are required as a result of inspection, shall be accomplished at no cost to the County.

SW.07 SPECIAL INSTRUCTIONS TO THE CONTRACTOR

There is an existing lawn irrigation system and low voltage site lighting in the project area. If deemed in the way of project work, systems are to be protected or removed and replaced at the successful bidder's expense.

Brick sidewalk pavers will need to be protected from damage and breakage by the use of matting materials. Any damaged or broken brick pavers shall be replaced at the successful bidder's expense.

If any street parking is prohibited or street closure is required for any reason, it will be the successful bidder's sole responsibility to gain approval and to coordinate such approval with the Easton Police Department and Town of Easton, as needed.

It shall also be the successful bidder's sole responsibility to obtain all required permits and other approvals necessary to perform the work described herein.

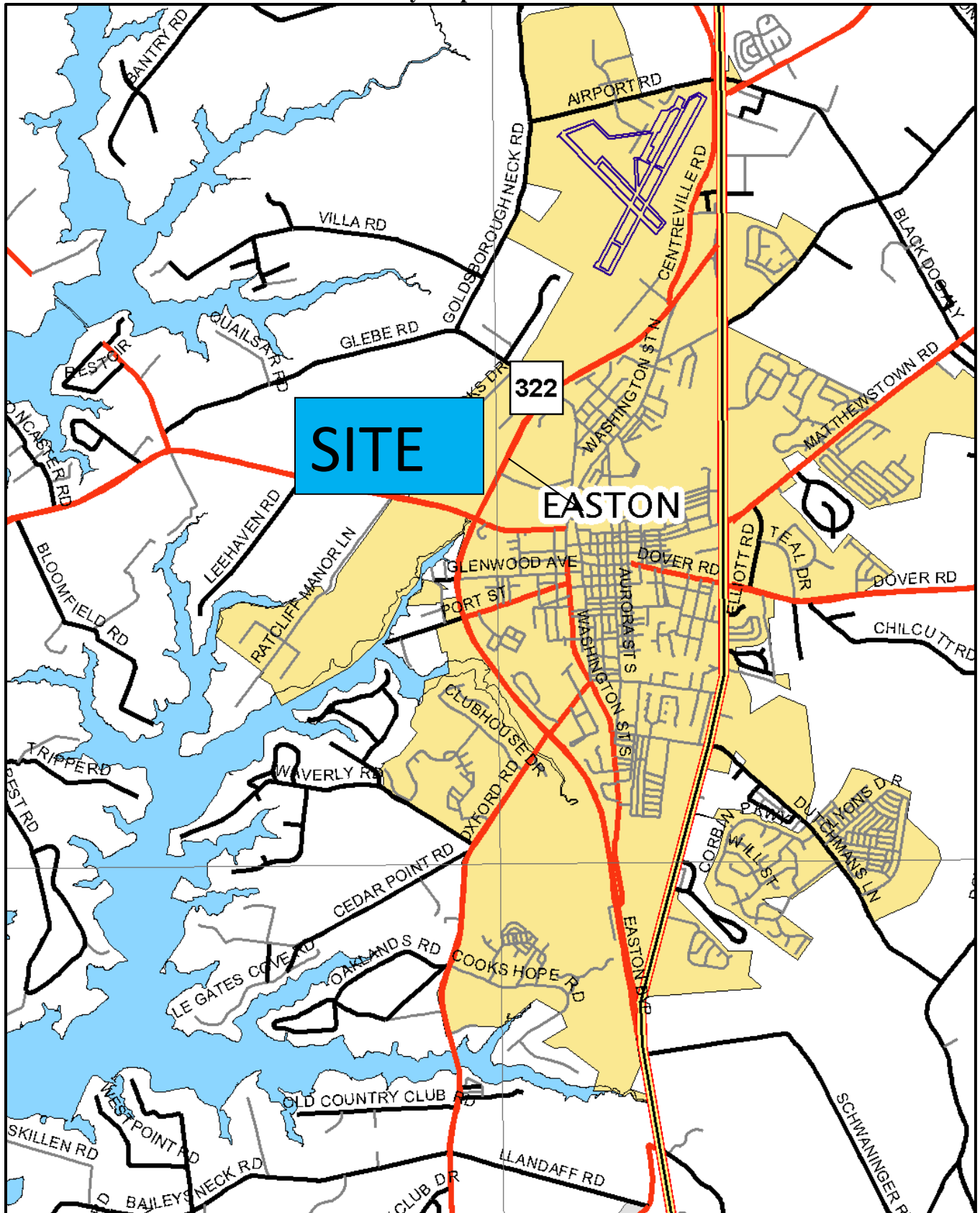
Please note that work is being done at a working Courthouse with activities and ongoing court proceedings. Any excessive noise from work activity will need to be coordinated with the Court System. If requested by Sheriff's Deputies and/or Court System employees to stop work activities due to excessive noise, the Contractor shall immediately do so.

SW.08 ATTACHMENTS

- A. Vicinity Map
- B. Picture of Monument
- C. Picture of Monument
- D. Picture of Monument
- E. Picture of Monument

END STATEMENT OF WORK

Vicinity Map – Attachment A



Attachment B



Attachment C



Attachment D



Attachment E

